

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LYNN SCOTT, LLC, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

GRUBHUB INC.,

Defendant.

Case No. 1:20-cv-06334

Honorable LaShonda A. Hunt

**DECLARATION OF ROSEMARY M. RIVAS IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Rosemary M. Rivas, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a member in good standing of the State of California and was admitted *pro hac vice* in this matter. I am partner with Gibbs Mura LLP, counsel of record for Plaintiffs and Class Representatives Lynn Scott, LLC; The Farmer’s Wife, LLC; Thuan Luu; Old Crown, Inc.; 132 Degrees, LLC; MDR, LLC; Momobbq, Co., LLC; MF Tasty LLC; and Iowa City Coffee Company (“Plaintiffs”). I, along with Elizabeth A. Fegan of Fegan Scott LLC, was appointed by the Court as Class Counsel.

2. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto. I make this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement.

3. I discuss, in the following order: (a) the discovery conducted in this Action; (b) the Parties’ settlement negotiations; (c) the expert work and estimated recovery; (d) the claims process and anticipated distribution; (e) Class Counsel’s combined time and lodestar; and (f) Class Counsel’s opinion regarding the Settlement. Unless otherwise stated, all capitalized terms have the same meaning as set forth in the Parties’ Class Action Settlement Agreement.

A. The Parties Engaged in Extensive Discovery

4. Plaintiffs served a total of 141 written discovery requests, including six sets of requests for production, two sets of interrogatories (totaling 22 interrogatories), and requests for admission. Plaintiffs sought and obtained, among other things, data relating to consumer confusion and financial data relevant to their prayer for disgorgement of profits. The Parties met and conferred extensively regarding Plaintiffs’ discovery requests and Grubhub’s responses thereto. The Parties resolved some issues on their own, but on other issues, Plaintiffs filed four motions to compel before Magistrate Judge Fuentes.

5. Plaintiffs reviewed more than 90,000 pages of documents produced by Grubhub, including internal communications about the decision to list non-contracted restaurants on the Grubhub platform and about the Place & Pay program, marketing presentations, financial presentations, operational and financial data, records of consumer complaints, and other relevant evidence.

6. Plaintiffs deposed Grubhub employee Mary Rappa, a marketing manager at Grubhub. Plaintiffs were in the process of preparing for the deposition of Grubhub's 30(b)(6) witnesses when they reached the Settlement.

7. For their part, Plaintiffs produced over 1,000 documents to Grubhub. Each Plaintiff provided written responses to Defendant's requests for production, interrogatories, and requests for admission. In all, Plaintiffs collectively responded to 658 written discovery requests and were preparing to sit for depositions.

8. Plaintiffs also collaborated with experts to develop potential class-wide damage models, including for the disgorgement of Grubhub's profits, as well as a consumer survey on likelihood of confusion. This expert work informed Plaintiffs' evaluation of the claims and the settlement negotiations.

B. The Parties' Settlement Negotiations

9. Recognizing the risks and expense of continued litigation, the Parties engaged in settlement discussions over the course of approximately one year. The Settlement was reached only after negotiations involving both a private mediator and a judicial officer, spread across multiple sessions.

10. The Parties' first attempt at settlement involved a private mediation on May 22, 2024, before experienced mediator Hunter Hughes, Esq. In preparation for the mediation, the

Parties prepared detailed mediation briefs. The private mediation did not result in a resolution, and the Parties continued with the litigation.

11. After the Court largely denied Grubhub's motion to dismiss and ordered Grubhub to answer the complaint, and after the Parties completed their briefing on Grubhub's motion to strike the class allegations, the Parties participated in a full-day, in-person settlement conference on February 5, 2025, before Magistrate Judge Gabriel A. Fuentes. In advance of the settlement conference, the Parties exchanged detailed settlement statements regarding the strengths and weaknesses of the claims and defenses. While no resolution was reached that day, negotiations continued.

12. The Parties participated in a second settlement conference before Magistrate Judge Fuentes on May 22, 2025. At that session, the Parties reached resolution on the material terms of the Settlement, including Grubhub's non-reversionary payment of \$7,154,586 in cash.

13. After reaching the material terms, the Parties spent the next two months drafting the Settlement Agreement. They exchanged several drafts and continued negotiations over various terms. The Parties finalized the Settlement Agreement on August 26, 2025.

14. The Parties did not discuss the issue of attorneys' fees or the amount of the service awards until after they reached the Settlement's material terms regarding the benefits for the proposed Settlement Class. The proposed Settlement is the result of extensive arm's-length negotiations between the Parties.

C. Expert Work and Estimated Recovery

15. Although expert discovery had not yet been conducted at the time of settlement, Plaintiffs retained an expert to develop class-wide damage models, including for the

disgorgement of Grubhub's profits. Our expert was able to estimate damages in this case based on the financial data we obtained from Grubhub during the course of formal discovery.

16. The non-reversionary cash payment of \$7,154,586 that Grubhub is obligated to pay pursuant to the Settlement Agreement is roughly 14–24% of Plaintiffs' estimated range of recovery as estimated by our expert. If the case proceeded, Grubhub would have the opportunity to dispute Plaintiffs' estimated range of recovery and the propriety of disgorgement of profits.

D. Claims Process and Anticipated Distribution

17. To receive payment, Settlement Class Members needed to submit a timely and Valid Claim Form. In consultation with the claims administrator Epiq, we designed the claims process to be as easy as possible for Settlement Class Members to submit claims. Settlement Class Members for whom Grubhub had valid email addresses and who are current Grubhub partners only needed to provide basic business information, contact details, a preferred payment method, and a signature. After consulting with Epiq, non-contracted restaurants were also asked to provide an EIN or Federal Tax Identification Number as we believed it would aid in fraud prevention.

E. Class Counsel's Combined Time and Lodestar

18. Class Counsel have invested substantial time and resources into this case, all while taking on the risk that the litigation would not be successful and might not result in any recovery at all. Class Counsel have worked on this case on a fully contingent fee basis since its inception, without any guarantee of compensation or reimbursement.

19. As of the filing of Class Counsel's fee application, Class Counsel had expended over 5,000 combined hours prosecuting this case. The combined lodestar for Gibbs Mura LLP

and Fegan Scott LLC is \$4,230,395.50. The requested fee of \$2,382,477 is substantially less than this lodestar—representing a negative lodestar multiplier of approximately 0.56.

20. Class Counsel have continued to spend significant time on this case since the fee application was filed, including monitoring the Notice Plan and claims process, responding to Class Member inquiries, preparing this motion for final approval, and continuing to work with the claims administrator to ensure that all valid claims are paid. Class Counsel are not seeking any additional fees beyond the amount requested in their fee application.

F. Opinion of Class Counsel

21. Both Class Counsel firms are highly experienced in complex class action litigation and endorse this Settlement. Based on our thorough understanding of the strengths and weaknesses of the case—informed by nearly five years of litigation and extensive discovery—we believe the proposed Settlement is fair, reasonable, and adequate and provides meaningful benefits to the Settlement Class. We have weighed the significant risks of continued litigation, including the uncertainties surrounding class certification, Daubert challenges to Plaintiffs' experts, the discretionary nature of disgorgement under the Lanham Act, and the prospect of summary judgment, trial, and appeal. In our experienced judgment, the Settlement provides an excellent result for the Settlement Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 18th day of March 2026 in Jackson Hole, Wyoming.

/s/ Rosemary M. Rivas
ROSEMARY M. RIVAS